

EXHIBIT “A”

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
2 A Limited Liability Partnership
3 Including Professional Corporations
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8 Attorneys for Defendant.
9 CHEVRON U.S.A. INC.,
a Pennsylvania corporation

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11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

13 MARK SNOOKAL, an individual,

14 Plaintiff,

15 vs.

16 CHEVRON USA, INC., a California
Corporation, and DOES 1 through 10,
inclusive,

17 Defendants.

18 Case No. 2:23-cv-6302-HDV-AJR

19 DEFENDANT CHEVRON U.S.A.,
INC.’S RULE 68 OFFER OF
JUDGMENT

District Judge: Hon. Hernán De. Vera
Magistrate Judge: Hon. A. Joel Richlin

Action Filed: August 3, 2023

Trial Date: August 19, 2025

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28 EXH A/1

Case No. 2:23-cv-6302-HDV-AJR

1 **TO PLAINTIFF AND HIS COUNSEL OF RECORD:**

2 Pursuant to Federal Rules of Civil Procedure, Rule 68, Defendant Chevron U.S.A.
3 Inc., a Pennsylvania corporation (“Defendant”) offers to allow judgment to be taken
4 against it, and in favor of Plaintiff Mark Snookal (“Plaintiff”), in this action as follows:

5 1. A judgment be taken in favor of Plaintiff against Defendant in this action
6 pending in the U.S. District Court for the Central District of California, case number
7 2:23-cv-6302-HDV-AJR, entitled *Mark Snookal v. Chevron U.S.A. Inc., et al.* (the
8 “Action”) in the gross amount of Seven Hundred Fifty Thousand Dollars and Zero Cents
9 (\$750,000.00), inclusive of all attorneys’ fees, costs, interest and any other claim for
10 damages available under all state or federal law incurred through the date of service of
11 this offer, in satisfaction of all claims, demands, causes of action, expenses, costs,
12 attorneys’ fees, claimed and any and all other claimed relief otherwise recoverable in this
13 Action.

14 2. In consideration of the sum specified in paragraph 1 hereof, as of the date
15 Plaintiff accepts this offer, Plaintiff will forever release, waive and discharge Defendant
16 of and from any and all claims, demands, actions, and causes of action that were raised in
17 the Action including, without limitation, the alleged violation(s) of the Fair Employment
18 and Housing Act.

19 3. The payment of any sum and other consideration given in connection with
20 this settlement shall be the result of a compromise and settlement of disputed claims, and
21 shall never at any time or for any purpose be considered an admission of liability or
22 responsibility on the part of Defendant.

23 4. This offer of judgment is intended to be a full and final compromise, release
24 and settlement of all claims alleged in the Action.

25 5. Plaintiff acknowledges that he understands all of the terms and conditions of
26 this settlement and that this is a total and final settlement and compromise of all claims
27 being released.

28 **EXH A/2**

6. The offer will remain open for fourteen (14) days after the date of service. If this Offer of Judgment is not accepted by Plaintiff by written notice within the fourteen (14) day period, it shall be deemed withdrawn.

7. If Plaintiff accepts this offer, he must serve written notice to that effect upon counsel for Defendant within fourteen (14) days after receiving this offer, following which counsel for Defendant will file the offer and Notice of Acceptance together with proof of service thereof and request that the clerk enter judgment thereon.

8. Evidence of this offer or of conduct or statements made relating to this settlement is inadmissible as evidence in any hearing. *See* Fed. R. Evid. 408.

9. If any judgment finally obtained by Plaintiff against Defendant is less favorable than this offer, Plaintiff may become obligated to pay all costs incurred by Defendant after the making of this offer, pursuant to Federal Rules of Civil Procedure, Rule 68.

Dated: August 6, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By /s/ Tracey Kennedy

TRACEY A. KENNEDY

ROBERT E. MUSSIG

H. SARAH FAN

Attorneys for Defendant
CHEVRON U.S.A. INC.,
a Pennsylvania Corporation

EXH A/3

1 **ACCEPTANCE OF RULE 68 OFFER OF JUDGMENT**

2 Plaintiff Mark Snookal, through his counsel of record, accepts Defendant's Rule 68
3 Offer of Judgment on the terms set forth above.

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5 Dated: August __, 2025

6 ALLRED, MAROKO & GOLDBERG

7

8 By _____

9 DOLORES Y. LEAL

10 OLIVIA FLECHSIG

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12 Attorneys for Plaintiff

13 MARK SNOOKAL

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EXH A/4

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 350 South Grand Ave., 40th Floor, Los Angeles, CA 90071.

On August 6, 2025, I served true copies of the following document(s) described as **DEFENDANT CHEVRON U.S.A., INC.'S RULE 68 OFFER OF JUDGMENT** on the interested parties in this action as follows:

Dolores Y. Leal
Olivia Flechsig
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Los Angeles, CA 90048-5217
Email: dleal@amglaw.com;
oflechsig@amglaw.com;
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Attorneys for Plaintiff,
MARK SNOOKAL

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address rgordon@sheppardmullin.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 6, 2025, at Los Angeles, California.

Regina Gordon
Regina Gordon

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